Jay William Bykerk Cynthia Beth Bykerk 18210 Clay St.

DeMotte State Bank P. O. Box 400 DeMotte, In. 46310

Hebron, In, 46341	DeMotte, In. 46310
MORTGAGOR includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.
eal estate described below and all rights, easements, appurtenances, rents, at anytime in the future be part of the property (all called the "property").	ge. grant and convey to you on <u>February 26, 1993</u> , the leases and existing and future improvements and fixtures that may now or
PROPERTY ADDRESS: 18118 Clay St.	(Street)
	, Indiana 46341 (Zip Code)
EGAL DESCRIPTION:	
A rectangular parcel 150 feet North and South part of the Northeast Quarter of Section 25, Second Principal Meridian in Eagle Creek Town particularly described as follows: Beginning which is 634.6 feet South of the Northeast continuing South on said East line a distance angles to aforesaid East line a distance of to and 180 feet West of said East line of sathence East at right angles a distance of 18	Township 33 North, Range 8 West of the wiship in Lake County, Indiana, and more ing at a point on the East line of said Section of said Section of said Section of 150 feet; thence West at right 180 feet; thence North on a line parallel of said Section 25; a distance of 150 feet; and Section of 1
Dogwes	
Docum	D = ii i
located in Lake NOT OFF	FICIAL!
FITLE: I covenant and warrant title to the property exceptific encumb	
assessments not yet due and N/A the Lake Count	ty Recorder!
SECURED DEBT: This mortgage secures repayment of the secured debt mortgage and in any other document incorporated herein. Secured de you under this mortgage, the instrument or agreement described below agreement, and, if applicable, the future advances described below. The secured debt is evidenced by (describe the instrument or agreeme Mortgage dated February 26, 1993	
The above obligation is due and payable onMarch \(\) The total unpaid balance secured by this mortgage at any one line si Fifty thousand and no cents	2000 if not paid earlier and receded a maximum principal amount of
and all other amounts, plus interest, advanced under the terms of this covenants and agreements contained in this mortgage.	mortgage to protect the security of this mortgage or to perform any of the
XFuture Advances: The above debt is secured even though all or will be made in accordance with the terms of the note or loan agree	cart of the may not yet be advanced. Future advances are contemplated an meet evidencing the secured debt.
X Variable Rate: The interest rate on the obligation secured by this m	
A copy of the loan agreement containing the terms under whe hereof:	nich the interest rate may vary is attached to this mortgage and made a pa
NIDERS: Commercial	<u> </u>
SIGNATURES: By signing below, I agree to the terms and covenants videncing the secured debt and in any riders described above and sign	s contained on page 1 and 2 of this mortgage; in any instrument red by me:I acknowledge receipt of a copy of this mortgage.
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Jay William Bykerk	Cynthia Beth Bykerk
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On this '.26th day of February, 1	.993 , before me,
Laura O'Brien , personally appea	
Bykerk, Husband and Wife	and acknowledged the execution of the foregoing instrumen
My commission expires: 1–16–97	Kaura O'Brien
Ţ	(Notary Public) Daura O'Brien
	(Type or Print Name)
Resid	ent of <u>Jasper</u> County, Indian
his instrument was prepared by: Kent R. Bierma, A.V.P.	& Commercial Loan Officer

 ι 1985 BANKERS SYSTEMS, INC , ST. CLOUD, MN. (1-800-397-2341) FORM OCP-MTG-IN 5-2-91

COVENANTS

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or delenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property
- 5. Expenses. Lagree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. Lassign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as Faminot in default. It: default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents, income and profits. Any rents you collect shall be applied first to the costs of managing the property, including all taxes, assessments, insurance premiums, repairs, court costs and altorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Prior Security Interests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.
- 9. Leaseholds; Condominiums; Planned Unit Developments. Lagree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the haw or this mortgage.

Any amounts paid by you to protect your security leterest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

- 11. Inspection. You may enter the property to inspect fryor give me notice below hard the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again. I waive all rights of valuation and appraisement.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound, All duties under this mortgage are joint and several, if I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mo tgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at the Property Address or any other address that I tell you. I will give any to be certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16: Transfer of the Property or a Beneficial Interest in the Mortgagor It all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is not a natural person and a beneficial interest in the mortgagor is prohibited by lederal law as of the date of this mortgage.
- 17: Release. When I have paid the secured debt in full and all underlying agreements have been terminated, you will; at my request, release this mortgage without charge to me. Except when prohibited by law, I agree to pay all costs to record the release.
- 18. Severability. Any provision or clause of this mortgage or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of this mortgage or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the mortgage and the agreement evidencing the secured debt.

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